



North Carolina Department of Environment and Natural Resources
Division of Purchase and Services

Beverly Eaves Perdue
Governor

Michael G. Bryant
Director

Dee Freeman
Secretary

July 19, 2011

Kathy Boyer
Triangle J Council of Governments
P O Box 12276
Research Triangle Park, North Carolina 27703

Dear Ms. Boyer:

Enclosed is a fully executed copy of Contract No. 3977 between the Triangle J Council of Governments and the Department of Environment and Natural Resources for the 2011 Diesel Emissions Reduction project to replace two refuse trucks.

Invoices or matters regarding work to be performed should be directed to the Contract Administrator, Anne Galamb, as indicated on Page 3 of the contract document.

Please include Contract No. 3977 on each invoice submitted for payment.

Should you have any questions regarding the contract, you may contact me at (919) 715-3888.

Sincerely,

Kathy Norris
Purchasing Agent
Purchase and Contract Section

Enclosure

cc: Anne Galamb, DENR Division of Air Quality
Jackie J. Moore, DENR Office of the Controller

**EP4813984: G-3977 DAQ DER GRANT**

Issued on Fri, 24 Jun, 2011
Created on Fri, 24 Jun, 2011 by Ariba System

State Agency Tax Exempt Number: 400027

Supplier:

TRIANGLE J COUNCIL OF
PO BOX 12276, GOVERNMENTS
RESEARCH TRIANGLE PARK, NC 27709
United States
Phone: 1919-549-0551
Fax: 19195499390
Contact: Angela Lewis

Ship To:

536
DIVISION OF AIR QUALITY
DENR-PARKER LINCOLN BLDG - DAQ
ANNEX
2728 Capital Blvd.
Raleigh, NC 27604
United States
Phone: 1919-733-3340
Fax: 1919-733-0228

Deliver To:

Bianca Bigelow

Bill To:

16PC
ENVIRONMENTAL & NATURAL RESOURCES
TRADE TRANSACTIONS
512 N.SALISBURY ST.
ARCHDALE BLDG
RALEIGH, NC 27604-1148
United States

Entity Description: Department of Environmental And Natural
Resources

Contract: No
Ship To Code: U121160
Bill To Code: 16PC
Requester: bianca.bigelow
Federal Award Number: 66.040_DS95409708 State Clean Diesel Grant Program
Purchase Order No.: EP4813984
Requisition No.: PR10921886
Tax Amount: \$0.00USD
Other Costs: \$0.00USD
Requester: Bianca Bigelow
Shipping Method: BEST WAY
FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files
any claims.
Terms of Payment: PAY IN 30 DAYS
Additional Item Info:



Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	3977 GRANT TO PURCHASE REPLACEMENT REFUSE ... 3977 GRANT TO PURCHASE REPLACEMENT REFUSE TRUCKS CA: ANNE GALAMB 7/1/11 - 2/10/12		dollar	77,099	None	\$1.00USD	\$77,099.00USD
2	3977 GRANT TO PURCHASE REPLACEMENT REFUSE ... 3977 GRANT TO PURCHASE REPLACEMENT REFUSE TRUCKS CA: ANNE GALAMB 7/1/11 - 2/10/12		dollar	4,949	None	\$1.00USD	\$4,949.00USD
Total							\$82,048.00USD

CONDITIONS AND INSTRUCTIONS 1. This purchase order was issued through the Statewide E-Procurement Service and is therefore subject to a fee of 1.75% (.0175) on the total dollar amount of goods (excluding sales tax). The following exemptions apply: (A) Purchases from a term contract that has not yet been implemented on the Statewide E-Procurement Service; (B) Purchases from an agency-specific term contract that has not yet been implemented on the Statewide E-Procurement Service. Note: Fees will be invoiced monthly based on purchase order activity during the prior month. 2. This order is placed subject to shipment at prices, amounts and transportation rates not in excess of those indicated on the face of this order. 3. Each shipment must be shipped to the SHIP TO address printed on the face of this order and marked to the attention of the individual, if any, indicated in that address. Each shipment must be labeled plainly with our PURCHASE ORDER number, and must show gross, tare and net weight. 4. Complete packing list must accompany each shipment. 5. Drafts will not be honored. 6. Materials received in excess of quantities specified herein may, at our option, be returned at shipper's expense. Substitutions are not permitted. 7. Invoices in quadruplicate must be mailed on the date of shipment to the INVOICE TO address indicated on the face of this purchase order. Invoices must include the INVOICE TO name and address, the PURCHASE ORDER number, terms of payment and routing. 8. On all invoices subject to discount, the discount period will be calculated from the date a correct invoice is received in this office. 9. Each invoice must be accompanied by the following papers: A. Original bill of lading when shipment is made by freight or express. B. Signed delivery receipt when delivery is made by other means. C. Parcel post insurance when shipment is made by parcel post and value is over \$1.00. 10. In cases where parties other than you ship materials against this order, shipper must be instructed to show our PURCHASE ORDER number on all packages and shipping manifests to insure prompt identification and payment of invoices. 11. By accepting this electronic purchase order, you agree that these CONDITIONS AND INSTRUCTIONS are legally binding.



PR10921886: G-3977 DAQ DER GRANT

Issued on Thu, 23 Jun, 2011

Created on Thu, 23 Jun, 2011 by Kathy Norris on behalf of Bianca Bigelow

Supplier:

TRIANGLE J COUNCIL OF
PO BOX 12276, GOVERNMENTS
RESEARCH TRIANGLE PARK, NC 27709
United States
Phone: 1919-549-0551
Fax: 19195499390
Contact: Angela Lewis

Ship To:

536
DIVISION OF AIR QUALITY
DENR-PARKER LINCOLN BLDG - DAQ
ANNEX
2728 Capital Blvd.
Raleigh, NC 27604
United States
Phone: 1919-733-3340
Fax: 1919-733-0228

Bill To:

16PC
ENVIRONMENTAL & NATURAL RESOURCES
TRADE TRANSACTIONS
512 N.SALISBURY ST.
ARCHDALE BLDG
RALEIGH, NC 27604-1148
United States

Deliver To:

Bianca Bigelow

Entity Description: Department of Environmental And Natural
Resources

Contract: No

Bill To Code: 16PC

Ship To Code: U121160

Federal Award Number: 66.040_DS95409708 State Clean Diesel Grant Program

Tax Amount: \$0.00USD

Other Costs: \$0.00USD

Shipping Method: BEST WAY

FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.

Terms of Payment: PAY IN 30 DAYS

Additional Item Info:

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	3977 GRANT TO PURCHASE REPLACEMENT REFUSE ...		dollar	77,099	None	\$1.00USD	\$77,099.00USD
	3977 GRANT TO PURCHASE REPLACEMENT REFUSE TRUCKS CA: ANNE GALAMB 7/1/11 - 2/10/12						

Company: 1601

Account: 536929

Center: 17707722

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
2	3977 GRANT TO PURCHASE REPLACEMENT REFUSE ... 3977 GRANT TO PURCHASE REPLACEMENT REFUSE TRUCKS CA: ANNE GALAMB 7/1/11 - 2/10/12		dollar	4,949	None	\$1.00USD	\$4,949.00USD
Total							\$82,048.00USD

Company: 1602

Account: 536929

Center: 23341786

Status: Submitted

Approvals					
Required?	State	Reason	Approver	Approved By	Date
Required	Ready	Required agency approver	Charles Valrie		
Not Required	Ready	Requester is notified of requisitions created on behalf of	Bianca Bigelow		
Required	Pending	This requisition contains commodities that require Purchasing Agent approval	DENR Purchasing Agent 1		
Not Required	Pending	Chief Procurement Officer reviews all non-catalog purchases above the user groups delegation	DENR Chief Procurement Officer		

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***7435

This Contract is hereby made and entered into this **1st day of July, 2011**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and the **TRIANGLE J COUNCIL OF GOVERNMENTS**, (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- (1) Grant Contract No. 3977
- (2) General Terms and Conditions (Attachment A)
- (3) Agency's Request for Proposal (RFP) (Attachment B)
- (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)
- (5) Federal Certification Regarding Lobbying (Attachment D)
- (6) Federal Certification Regarding Debarment (Attachment E)
- (7) Federal Certification Regarding Drug-Free Workplace (Attachment F)
- (8) Grant Award Administrative and Programmatic Conditions (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

2. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. **Contract Period:** This Contract shall be effective on **July 1, 2011** and shall terminate on **February 10, 2012**.

4. **Project Period:** The Grantee begins the project on **July 1, 2011**. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on **February 10, 2012**.

5. **Grantee's Duties:** The Grantee provides the project as described in Attachment C, 2011 Diesel Emission Reduction Grant "City of Durham Clean Diesel Replacement Program" with Agency funding utilized towards the purchase of two new refuse trucks, and in accordance with the approved budget in Attachment C.

6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **EIGHTY-TWO THOUSAND FORTY-EIGHT DOLLARS (\$82,048.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Federal & Fuel Tax	EPA State Clean Diesel Grant	66.040

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$77,099.00	1601	536929	1770-7722
\$4,949.00	1602	536929	2334-1786

☐ a. There are no matching requirements from the Grantee.

☐ b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

☒ c. The Grantee's matching requirement is **\$440,000.00**, which shall consist of:

	In-Kind	\$
<input checked="" type="checkbox"/>	Cash	\$440,000.00
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

☐ d. The Grantee has committed to an additional \$ to complete the project as described in Attachment _.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$522,048.00**.

7. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

8. Reporting Requirements:

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-

133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. Payment Provisions:

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

10. **Invoices:** The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

11. **Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:	
Anne Galamb DENR Division of Air Quality 1641 Mail Service Center Raleigh NC 27699-1641 Telephone: (919) 715-6296 Fax: Email: Anne.Galamb@ncdenr.gov Physical Address / Zip:	

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Kathy Boyer Triangle J Council of Governments P O Box 12276 Research Triangle Park NC 27703 Telephone: (919) 558-9400 Fax: Email: kboyer@tjicog.org	Same

12. Grantee Principal Investigator or Key Personnel: The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.

13. Supplantation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for diesel emission reduction services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

14. Disbursements: As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

15. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

16. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

**TRIANGLE J COUNCIL OF
GOVERNMENTS**

By Judy Weller
Grantee's Signature Or Authorized Agent

Judy Weller
Typed / Printed Name

Finance Director
Title

**NORTH CAROLINA DEPARTMENT OF
ENVIRONMENT AND NATURAL RESOURCES**

Dee Freeman
Dee Freeman, Secretary

By Michael G. Bryant
Department Head's Signature or Authorized Agent

Michael G. Bryant
Type / Printed Name

Director, Division of Purchase & Services
Title

ORIGINAL

DENR - DIVISION OF
PURCHASE & SERVICES
2011 JUL 11 AM 10 48

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards,

agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

(http://www.osbm.state.nc.us/files/pdf_files/BudgetManual.pdf)

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public

Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."



**NC Environment and Natural Resources
Division of Air Quality
2011 Diesel Emission Reduction Grant
Request for Proposals**

Proposal Period has been extended until January 17, 2011

TO APPLY CHOSE ONE OF THE OPTIONS BELOW:

On-Road Mobile Projects

**Mandatory Cover Form for
On-Road Projects
(Word) (PDF)**

**General On-Road Proposal Template
(Word) (PDF)**

**Instructions for General Template
(PDF)**

Examples On-Road Projects:

- Replacement or alternative fuel truck projects
- Biodiesel buy-down projects
- School bus projects
- All other projects that don't fit in another category.

Off-Road Projects

**Off-road Mobile Equipment,
Pumps and Generator
Replacements and Repowers
(excluding marine diesel
repowers) (Excel) (PDF)**

**Marine Diesel Repowers
(Excel) (PDF)**

**All Off-Road Equipment
Retrofits
(Excel) (PDF)**

Examples Off-Road Projects:

- Construction Equipment
- Marine Diesel Vessels
- Airports/ Marine Port Support Equipment
- Agricultural Pumps and generators
- Agricultural Irrigation
- Trains

**NEW for the 2011 Diesel Emission
Reduction Grant.**

This request for proposals is funded by a federal grant which allows for funding diesel emission reduction grants only.

HOW TO SUBMIT YOUR PROPOSAL(S)

E-mail: anne.galamb@ncdenr.gov

By United States Mail:

**Anne Galamb
NCDENR-Division of Air Quality
1641 Mail Service Center**

PROJECT SELECTION CRITERIA

- 1) **Amount of matching or in-kind funds**
- 2) **Emissions Reductions or Quantitative Benefits:** DAQ will calculate emissions based on applicant provided information.
- 3) **Other Benefits:** e.g. health, less fuel used, etc.
- 4) **Permanence of Benefits from the Project.**
How long or how much longer will this equipment funded last?
- 5) **Cost Effectiveness** (\$ per tons reduced.) – DAQ

Raleigh, NC 27699-1641

By Fedex/UPS:

Anne Galamb

NCDENR-Division of Air Quality

2728 Capital Boulevard

Raleigh, NC 27604

Fax: (919) 733-1812

Acceptable Signature Formats

*Preferred: Complete signed application in Word format using digital signature

*PDF with a digital or hand signature

*Hard copy of hand signed application

calculates based on applicant provided information.

6) **Geographic Distribution** of projects throughout the State

7) **Number of Projects Selected or Amount of Funds Awarded per Applicant:** may be limited due to availability of funds.

8) **Number of projects selected per sector** (rail, trucks, biodiesel) may be limited

9) **Other selection criteria** may be employed as necessary to select from the projects received.

GENERAL REQUIREMENTS OF PROJECT APPLICATIONS

The following minimum requirements will apply to all projects:

- Applicants Must Comply with State Laws and Apply in Writing: Applicants must comply with all appropriate North Carolina State Laws and apply in writing to the North Carolina Department of Environment and Natural Resources, Division of Air Quality.
- Applicable Permits and Permissions: Applicable permits and permissions must be provided and are the responsibility of the applicant.
- Applications must be signed: This year some projects have applications that may be used to apply. If the general proposal format is used, the proposal is limited to 8 pages, with appendices limited to FOUR pages.

PROJECT SELECTION PROCESS

Complete proposals should be e-mailed or postmarked no later than December 31, 2010.

Preliminary review of applications begins in January 2011. The following schedule will be observed in the selection process.

Proposal submittal deadline.....	December 31, 2010
Committee review and project consideration.....	January-February 2011
Announcement of grant award(s).....	March 2011
Applicants contacted by e-mail for contract information.....	April 2011
Funds available after contract is in place.....	June - August 2011

PROJECT ADMINISTRATION

If your proposal is selected for funding, the following applies:

- If your project is partially funded, you will be required to submit a complete revised application.
- All successful applicants will need to be registered in the e-procurement system. (It is free to register for grantees.)
www2.eprocurement.ncgov.com/eprocurement/asp/section/ep_index.asp
- You will need to provide a Federal Tax Identification Number.

- Non-governmental agencies will need to provide a “Conflict of Interest” statement and a “No Overdue Tax Debt” statement. These forms and the final report template are available on the <http://www.ncqir.org> website.
- All applicants will have to submit signed federal certification forms.
- Nonprofit 501(c)(3) organizations will also need to provide IRS federal tax exempt letter or 501 (c)(3) verification form.
- NO work can take place on the project before a fully executed contract is in place.
- Quarterly written updates are required to be submitted to Anne Galamb.
- Reimbursement is by paid invoice only. Proof of invoice payment is required.
- 10% of the total allowable funding for the contract will be held back until the final report is received. Final report template will be provided.
- University of North Carolina (UNC) system schools will be required to provide information for a DENR-UNC task order form.
- It is the intent of this grant that once the funded equipment is fully installed, or for replacement projects, once the equipment is delivered, it becomes the property of the Grantee. However, the Grantee is required to adhere to the signed Good Faith Commitment of Location of Equipment Activity (found on the nonroad forms and the General Project Template) to keep the funded equipment in NC for length of time stipulated on the Good Faith Commitment of Location of Equipment Activity.
- Below are some of the forms that you will need if your project is selected for funding.

Forms for Selected Projects
State Conflict of Interest (For Private Sector/Non Profit only)
State No Overdue Tax Debts (For Private Sector/Nonprofit only)
Federal Debarment (All Grantees)
Federal Lobbying Statement (All Grantees)
Final Report Template

2011 Diesel Emission Reduction Grant Mandatory Cover Form

This form is to be used with the General Proposal Template. It may be used for any Diesel Emission Reduction Grant project, however, nonroad projects have applications forms available, if preferred.

Project Title: _____		
Project Coordinator: _____		
Organization/Business Name: _____		
Organization Type: Organizational Type		
Mailing Address: _____		
City: _____	County: _____	Zip: _____
Telephone: _____		FAX: _____
Email: _____		

Alternate Contact Name: _____	
Alternate Contact Telephone: _____	Alternate Contact E-mail: _____

Amount Requested: \$ _____
Amount of Matching Funds: <i>Cash</i> \$ _____ <i>In-kind</i> \$ _____
Project Summary:

Date: _____
Signature of Authorized Representative (Signature certifies authority to represent this organization in this application. Unsigned applications cannot be accepted.) Attach this page to the front of your proposal.

Instructions for the 2011 Diesel Emission Reduction Grant Proposal Template

0. **2011 DERG Mandatory Cover Form**

Fill this form in completely and sign and date it. See acceptable signature formats below.

Acceptable Signature Formats

- *Preferred: Complete signed application in Word format using digital signature
- *PDF with a digital or hand signature
- *Hard copy of hand signed application

1. **Introduction and Project Description**

1a. Briefly describe your organization and the staff who will be working on the project. Tell us about what kind of work your organization does.

1b. Clearly describe what you plan to do with the funds, if awarded. Briefly describe the project.

E.g.

- We plan to retrofit 50 school buses with diesel oxidation catalysts and closed crankcase ventilation systems. We have never received a Division of Air Quality before.
- We plan to replace an old refuse truck with a new CNG refuse truck. The old truck will be scrapped.

1c. Address any "Project Specific Requirements". (See below.)

Project Specific Requirements

Address the following requirements in your application, where applicable.

School Bus Projects

- The preference is for projects combining the use of diesel oxidation catalysts, diesel multistage filters, or diesel particulate filters with closed crankcase ventilation systems.
- Priority will be given to organizations or areas of NC that have not yet received a Diesel Emissions Reduction Grant for retrofits.

Biodiesel Projects

- Funding is only available for the incremental cost of biodiesel over petroleum diesel.
- Provide estimated average incremental cost of biodiesel
- Provide an idea of the fleet in which the biodiesel will be used. E.g. 5% biodiesel in 50% school buses, 40% heavy duty trucks and 10% nonroad equipment like generators. This will be used to estimate emission reductions.

Long Haul Truck Auxiliary Power Units

- APU rebates are currently available until March 31, 2011 or until funding is exhausted. See <http://www.ncair.org/motor/Rebates/>

Instructions for the 2011 Diesel Emission Reduction Grant Proposal Template

Heavy-Duty Diesel Trucks and Equipment

- A 2010 Compliant Truck Rebate and Auxiliary Power Unit rebates are available until March 31, 2011 or until funds are exhausted. See <http://www.ncair.org/motor/Rebates/>
- Only the incremental cost of the vehicle can be requested for hybrid diesels.
- For engine upgrades, the total cost of the kit may be requested.
- Any engines replaced must be scrapped.
- Priority will be given to applicants that have not yet received a grant from NC Department of Environment and Natural Resources before.

Locomotive Engine Block Heater System

- No more than 50% of the cost of the unit will be funded.

2. ***Quantifiable Reductions***

2a. *Provide details that will allow the calculation of emission reductions. For biodiesel projects tell us about the vehicles that will use the biodiesel. Some answers vary for the old/current equipment and the new/proposed equipment. Enter both sets of information.*

Question	Answer	
Number of vehicles in the project		
	Old	New
Model year/engine year of equipment		
EPA Tier Level, if applicable and known		
Fuel type e.g. diesel, B5, etc.		
Average number of hours idling per year		
Average miles traveled per year		
Hours of operation (for off-road equipment)		
Average annual fuel usage		
Type of vehicles: e.g. school buses, refuse trucks.		

2b. *Describe the new equipment:*

- It should be similar horsepower and use to the old equipment
- Describe brand, emissions or Tier standard
- Is the equipment new or remanufactured?

Instructions for the 2011 Diesel Emission Reduction Grant Proposal Template

3. *Unquantifiable benefits*

Describe any unquantifiable benefits in this section or other reasons, besides emission reductions, why this project should be selected for funding. This is your opportunity to say why we should fund your project.

4. *Budget*

- Cost share from the grantee is a very important selection criteria this year because we offered subgrantee match as our required match on the EPA grant on which this request for proposal is based.
- Provide an itemized listing of all the project costs including total amount of funds requested, any other sources of funds both from the applicant and other sources.
- Make sure this budget table and the cover sheet budget match.

Project Type	Grant Amount
Full Replacements	25%
Repowers	50%
Retrofits	100%
Biodiesel buy down	Incremental cost of biodiesel over petroleum diesel
Others	Contact Grant Administrator

Sample Budget Table:

Item	Total Project Cost	DENR-DAQ	Your Organization
Purchase 1 truck	\$80,000	\$25,000	\$75,000
Staff time for grant	\$5,000	\$0	\$5,000
Total	\$85,000	\$25,000	\$80,000

5. *Permanence of Benefits*

State the full lifetime of project equipment and state the remaining lifetime of project equipment at the time the project occurs.

How long does this equipment typically last when new?	Years	
How much of the life of the equipment will be left after the project is complete?	Years	

6. *Project Timetable or Schedule*

6a. *Timetable*

Due to variable contract processing time, make the schedule relative to your contract start date rather than hard dates. E.g. 1 month after the contract is in place – order for school bus retrofits will be made. Make sure to allow for delays in deliveries, etc. Contract extensions are allowable but are extra avoidable work for all involved.

Instructions for the 2011 Diesel Emission Reduction Grant Proposal Template

Example Schedule:

Task	Time
Contract Begins	Spring – Summer 2011
Order equipment	1 month later
Equipment arrives	3- 6 months later
Installation begins	1 month later
Installation is complete	3 – 4 month later
Invoice and final report submitted	2 month later
Contract ends	1 month later

6b. Timeline – Seasonal Concerns

Please indicate with a “yes” or a “no” in the table below the months in which the work on this project can possibly take place. For example, some equipment cannot be taken out of service in the summer because it is being used steadily.

January	February	March	April	May	June

July	August	September	October	November	December

7. Assurances

By completing and signing the Good Faith Commitment of Location of Equipment Activity box on the template application the grantee assures that any equipment purchased with this grant will remain in NC for 70% of the time for the next 3 years.

8. Appendix

- This is optional
- Maximum of 4 pages
- Letters of intent from contributors of matching funds or in-kind contributions if applicable
- Other

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

0. 2011 DERG Cover Form

1. Introduction and Project Description

1a. Briefly describe your organization and the staff who will be working on the project.

1b. Clearly describe what you plan to do with the funds, if awarded.

1c. Address any "Project Specific Requirements". (See Instructions for the 2011 Diesel Emission Reduction Grant Proposal Template for Project Specific Requirements)

2. Quantifiable Reductions

Question	Answer	
Number of vehicles in the project		
	Old	New
Model year/engine year of equipment		
EPA Tier Level, if applicable and known		
Fuel type e.g. diesel, B5, etc.		
Average number of hours idling per year		
Average miles traveled per year		
Hours of operation (for off-road equipment)		
Average annual fuel usage		
Type of vehicles: e.g. school buses, refuse trucks.		

2b. Describe the new equipment:

- It should be similar horsepower and use to the old equipment
- Describe brand, emissions or Tier standard
- Is the equipment new or remanufactured?

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

3. *Unquantifiable benefits*

Describe any unquantifiable benefits in this section or other reasons besides emission reductions why this project should be selected for funding.

4. *Budget*

Provide an itemized listing of all the project costs including total amount of funds requested, any other sources of funds both from the applicant and other sources.

Budget Table

Item	Total Project Cost	DENR-DAQ	Your Organization
Total			

5. *Permanence of Benefits*

State the full lifetime of project equipment and state the remaining lifetime of project equipment at the time the project occurs.

How long does this equipment typically last when new?	Years	
How much of the life of the equipment will be left after the project is complete?	Years	

6. *Project Timetable or Schedule*

6a. *Timetable*

Provide a step by step estimate of how long it will take to complete your project. Due to variable contract processing time, make the schedule relative to your contract start date rather than hard dates. E.g. 1 month after the contract is in place -- order for school bus retrofits will be made. Make sure to allow for delays in deliveries, etc. Contract extensions are allowable but are extra avoidable work for all involved.

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

Example Schedule:

Task	Time
Contract Begins	Spring – Summer 2011
Contract ends – Final report and invoice are due.	

6b. Timeline – Seasonal Concerns

Please indicate with a “yes” or a “no” in the table below the months in which the work on this project can possibly take place. For example, some equipment cannot be taken out of service in the summer because it is being used steadily.

January	February	March	April	May	June

July	August	September	October	November	December

7. Assurances

By signing below the grantee assures that any equipment purchased with this grant will remain in NC for 70% of the time for the next 3 years.

Good Faith Commitment of Location of Equipment Activity	
As an authorized official of _____ (print organization name) which owns the equipment described in this application, I attest that at least 70% of the equipment's operation will occur in North Carolina for the next 3 years.	
Signature _____	Date _____
Printed/Typed Name _____	Title _____

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

8. *Appendix*

- This is optional
- Maximum of 4 pages
- Letters of intent from contributors of matching funds or in-kind contributions if applicable
- Other



NC Department of Environment and Natural Resources Division of Air Quality
2011 Diesel Emission Reduction Grant

Nonroad Equipment Replacement or Repower

Use this form to apply for funding to repower or replace a piece of nonroad mobile equipment, pumps and generators. The grant will reimburse a portion of the cost to purchase and install a replacement engine and associated equipment minus the scrappage/remanufacturing value of the old engine. The old engine must be destroyed, rendered permanently inoperable, or remanufactured.

Off-road equipment powered by an engine 25 horsepower or greater qualifies under this project if it is operated at least 70% of the time in NC.

Applicant	
Company	
Address	
Phone Number	Fax
Project Manager	Title
Email	County

Description of Applicant's Business
Describe your company's size, location, and type of work usually performed

Additional Benefits
Besides, cleaner air, what other benefits will this project have for your organization and community?

Funding	
Vendor quotes, and itemized invoices will be required if award is granted	
Total Project Cost	\$
Funding Requested	\$

	Original	New
Equipment Description (See Equipment Description List)		
Equipment Make		
Equipment Model / Model Number		
Equipment Model Year		
Engine Make		
Engine Model / Model Number		
Engine Model Year & EPA Tier		
Engine Horsepower		
Fuel Type		

Cost to the Applicant

Type of Project: Replacement (replace entire piece of equipment) _____ Repower (replace engine only) _____

A. Cost of new engine/equipment including sales tax and delivery charges \$ _____

B. Additional parts and supplies (repowers only) \$ _____

C. Installation, including cost to remove and dispose of old engine (repower only) \$ _____

D. Scrappage/Remanufactured value (Default \$1000) \$ _____

E. Value of any other financial incentives (e.g. tax credits or other grants) \$ _____

F. Cost to the Applicant (F=A+B+C-D-E)* \$ _____

*You can request reimbursement of up to 50% of this cost for an equipment repower or 25% of the cost of a replacement.

Good Faith Commitment of Location of Equipment Activity

organization name) which owns the construction equipment described in this application, I attest that at least 70% of the equipment's operation will occur in North Carolina for the next 3 years.

Signature	Date
Printed/Typed Name	Title

Equipment Operation

Anticipated annual hours of operation _____

Annual Fuel Volume _____

Estimated life of new equipment (must be at least 5 years) _____

Authorized Signature

Signature	Date
Printed Name	Title

E-mail/mail or fax completed applications to:

Anne Galamb
NCDENR - Division of Air Quality
Mobile Sources Branch
1641 Mail Service Center
Raleigh, NC 27699-1641

If you have questions contact:

Anne Galamb
919 715-6296
anne.galamb@ncdenr.gov
Fax: 919 733-1812

Project Schedule

Plan out your project. Make sure you allow for possible delays especially on things outside your control e.g. deliveries. Make sure you allow yourself time to gather invoices and fill out the final report. Don't use hard dates. Make everything relative to the contract start. E.g. 1

Task	When Complete
Contract begins	Spring/Summer 2011
Contract ends	

Seasonal Concerns

Are there months of the year when you cannot perform the work on the project because the equipment is in constant use? Please indicate these below with a

January		July	
February		August	
March		September	
April		October	
May		November	
June		December	



North Carolina Department of Environment and Natural Resources
Division of Air Quality

2011 NC Diesel Emissions Reduction Grant Application:
Marine Diesel Equipment Repower

Use this form to apply for a grant to repower a marine engine. The grant will reimburse a portion of the cost to purchase and install a replacement engine and associated equipment minus the scrappage/remanufacturing value of the old engine. The old engine must be destroyed, rendered permanently inoperable, or remanufactured.

Large commercial mobile marine equipment powered by diesel engines qualify under this project if it is operated at least 70% of the time in NC.

Applicant	
Company	
Address	
Phone Number	Fax
Project Manager	Title:
Email	Phone Number
Authorized Official	County

Description of Applicant's Business
Describe your company's size, location, and type of work usually performed

Brief Description of Equipment Repower
Describe the equipment to be repowered and how and when it will be used

Funding	
Vendor quotes, and itemized invoices will be required if award is granted	
Total Project Cost	\$
Funding Requested	\$

If your project is selected for funding, additional information will be requested in order to develop a contract to be executed between NCDENR - Division of Air Quality and your organization.

Repower Information	Original Engine	New Engine
Equipment Description (See Equipment Description List)		
Equipment Make		
Equipment Model / Model Number		
Equipment Model Year		
Engine Make		
Engine Model / Model Number		
Engine Model Year & EPA Tier		
Engine Horsepower		
Fuel Type		

Cost to the Applicant	
A. Cost of new engine including sales tax and delivery charges	\$ _____
B. Additional parts and supplies	\$ _____
C. Installation, including cost to remove and dispose of old engine	\$ _____
D. Scrappage/Remanufactured value	\$ _____
E. Value of any other financial incentives (e.g. tax credits or other grants)	\$ _____
F. Cost to the Applicant (F=A+B+C-D-E)*	\$ _____

*You can request reimbursement of up to 50% of this cost for an equipment repower

Good Faith Commitment of Location of Equipment Activity	
As an authorized official of _____ (print organization name) which owns the construction equipment described in this application, I attest that at least 70% of the equipment's operation will occur in North Carolina for the next 3 years.	
Signature _____	Date _____
Printed/Typed Name _____	Title _____

Authorized Signature	
Signature _____	Date _____
Printed Name _____	Title _____

E-mail/mail or fax completed applications to:

NCDENR - Division of Air Quality
Mobile Sources Branch
1641 MSC
Raleigh, NC 27699-1641

If you have questions contact:

Anne Galamb
919 715-6296
anne.galamb@ncdenr.gov
Fax: 919 733-1812

Project Schedule

Plan out your project. Make sure you allow for possible delays especially on things outside your control e.g. deliveries. Make sure you allow yourself time to gather invoices and fill out the final report. Don't use hard dates. Make everything relative to the contract start. E.g. 1 month after contract starts, etc. Feel free to use more space or a separate page as needed.

Task	When Complete
Contract begins	Spring/Summer 2011
Contract ends	

Seasonal Concerns

Are there months of the year when you cannot perform the work on the project because the equipment is in constant use? Please indicate these below with a "yes" or "no". "Yes" meaning you can work on the project and "no" meaning you cannot.

January		July	
February		August	
March		September	
April		October	
May		November	
June		December	



NC Department of Environment and Natural Resources - Division of Air Quality
2011 Diesel Emission Reduction Grant
Marine Vessel and Diesel Engine Information

Vessel Name			
Owner (s) Managing Owner Address			
Builder			
Address			
Year Built or Model Year			
Hull Identification Number (HIN) or Hull Number			
Vessel	Hull Material		
	Length		
	Beam		
	Displacement		
Description of Vessel Container, Ferry, Excursion, Commercial Fishing, Commercial Charter Fishing, Workboat, Pilot, Crew, Tow Boat, Tugboat			
Area of Usage % Usage per Area			
Fishing Permits	State and Federal		
State Registration Number			
Home Port			
OR			
USCG Documentation	Official Number		
	Hailing Port		
	Trade Indicator		



NC Department of Environment and Natural Resources
Division of Air Quality

2011 Diesel Emission Reduction Grant
Marine Vessel and Diesel Engine Information

Engine (s)	Propulsion / Auxillary	
# Engines	1 or 2	
Engine (s)	Manufacturer	
	Model Number	
	Model Year	
	Serial Number	
Number Cylinders	2, 4, 6, 8, 10, 12, 16	
Configuration	Inline or "V"	
Engine Cycle	Cycle (2 or 4)	
Horsepower (ea)	10- 5000 hp	
Engine (s)	Hours	
Exhaust System	Wet or Dry	
Fuel Type	Diesel, Gasoline, Biodiesel	
Fuel Usage	Gallons Per Year	
Engine (s) Operation	Hours/Year	
Estimated Engine Life Remaining	Years	
Marine Diesel Repower Vessel application should be accompanied by: * Catch records for past 3 years. * Copy of the owner's commercial fishing licence		* A clear photograph of the vessel-no faxed photos, please (this is optional), To obtain this catch records contact The Division of Marine Fisheries 252 808-8101



North Carolina Department of Environment and Natural Resources
Division of Air Quality

2011 NC Diesel Emission Reduction Grant Equipment Retrofit

Use this form to apply for funding to repower or replace a piece of nonroad mobile equipment, pumps and generators. The grant will reimburse a portion of the cost to purchase and install a replacement engine and associated equipment minus the scrappage/remanufacturing value of the old engine. The old engine must be destroyed, rendered permanently inoperable, or remanufactured.

Off-road equipment powered by an engine 25 horsepower or greater qualifies under this project if it is operated at least 70% of the time in NC.

Applicant	
Company	
Address	
Phone Number	Fax
Project Manager	Title
Email	County
Authorized Official	Title

Description of Applicant's Business
Describe your company's size, location, and type of work usually performed

Additional Benefits
Besides, cleaner air, what other benefits will this project have for your organization and community?

Funding	
Vendor quotes, and itemized invoices will be required if award is granted	
Total Project Cost	\$
Funding Requested	\$

If your project is selected for funding, additional information will be requested in order to develop a contract to be executed between NCDENR - Division of Air Quality and your organization.

	Original	New
Equipment Description (See Equipment Description List)		
Equipment Make		
Equipment Model / Model Number		
Equipment Model Year		
Engine Make		
Engine Model / Model Number		
Engine Model Year & EPA Tier		
Engine Horsepower		
Fuel Type		

Cost to the Applicant

Type of Project: Replacement (replace entire piece of equipment) _____ Repower (replace engine only) _____

A. Cost of new engine/equipment including sales tax and delivery charges \$ _____

B. Additional parts and supplies (repowers only) \$ _____

C. Installation, including cost to remove and dispose of old engine (repower only) \$ _____

D. Scrappage/Remanufactured value (Default \$1000) \$ _____

E. Value of any other financial incentives (e.g. tax credits or other grants) \$ _____

F. Cost to the Applicant (F=A+B+C-D-E)* \$ _____

*You can request reimbursement of up to 50% of this cost for an equipment repower or 25% of the cost of a replacement.

Good Faith Commitment of Location of Equipment Activity

organization name) which owns the construction equipment described in this application, I attest that at least 70% of the equipment's operation will occur in North Carolina for the next 3 years.

Signature _____	Date _____
Printed/Typed Name _____	Title _____

Equipment Operation

Anticipated annual hours of operation _____

Annual Fuel Volume _____

Estimated life of new equipment (must be at least 5 years) _____

Authorized Signature

Signature _____	Date _____
Printed Name _____	Title _____

E-mail/mail or fax completed applications to:
 Anne Galamb
 NCDENR - Division of Air Quality
 Mobile Sources Branch
 1641 Mail Service Center
 Raleigh, NC 27699-1641

If you have questions contact:
 Anne Galamb
 919 715-6296
anne.galamb@ncdenr.gov
 Fax: 919 733-1812

Project Schedule

Plan out your project. Make sure you allow for possible delays especially on things outside your control e.g. deliveries. Make sure you allow yourself time to gather invoices and fill out the final report. Don't use hard dates. Make everything relative to the contract start. E.g. 1

Task	When Complete
Contract begins	Spring/Summer 2011
Contract ends	

Seasonal Concerns

Are there months of the year when you cannot perform the work on the project because the equipment is in constant use? Please indicate these below with a

January		July	
February		August	
March		September	
April		October	
May		November	
June		December	

2011 Diesel Emission Reduction Grant Mandatory Cover Form

This form is to be used with the General Proposal Template. It may be used for any Diesel Emission Reduction Grant project, however, nonroad projects have applications forms available, if preferred.

Project Title:	City of Durham Clean Diesel Replacement Program		
Project Coordinator:	Kathy Boyer		
Organization/Business Name:	Triangle J Council of Governments		
Organization Type:	Other		
Mailing Address:	PO Box 12276		
City:	RTP	County:	Durham
		Zip:	27703
Telephone:	919-558-9400	FAX:	919-549-9390
Email:	kboyer@tjcog.org		

Alternate Contact Name:		Lacey Wolfe	
Alternate Contact		Alternate Contact	
Telephone:	919-558-2750	E-mail:	lwolfe@tjcog.org

Amount Requested:	\$ 82,048		
Amount of Matching Funds:	Cash \$ 440,000	In-kind \$	
Project Summary:			
TJCOG will partner with the City of Durham to replace two (2) 2003 diesel municipal refuse trucks with MY 2011 trucks.			

Date:
Signature of Authorized Representative (Signature certifies authority to represent this organization in this application. Unsigned applications cannot be accepted.) Attach this page to the front of your proposal.

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

0. *2011 DERG Cover Form*

1. *Introduction and Project Description*

1a. Briefly describe your organization and the staff who will be working on the project.

The Triangle J Council of Governments is a voluntary organization of municipal and county governments in North Carolina's Region J (Chatham, Durham, Johnston, Lee, Moore, Orange and Wake counties). It is one of 17 regional councils established in 1972 by the General Assembly to aid, assist, and improve the capabilities of local governments in administration, planning, fiscal management, and development.

This project will fall under TJCOG's Energy & Environment Department. Kathy Boyer, Program Manager of the department, will be the primary point of contact for the project. Ms. Boyer has successfully administered many pass-through grant programs at TJCOG, including a \$12 million bi-state alternative fuels program with funding from the Department of Energy and two previous awards from NC DAQ.

TJCOG will partner with the City of Durham to implement the project. Kent Cash is the fleet director at the City of Durham, and will be the point of contact for the subaward. Mr. Cash has been the fleet director for over 20 years, and has placed in the Top 100 Green Fleets in the United States for two consecutive years.

1b. Clearly describe what you plan to do with the funds, if awarded.

TJCOG will partner with the City of Durham to replace two (2) 2003 diesel refuse trucks with 2011 trucks at a total cost of \$522,500. We are requesting \$82,500 in grant funds and will provide \$440,000. TJCOG is the primary applicant, and will enter into a subaward agreement with the City of Durham to pass through the grant funds. A total of \$80,000 (\$40,000 per truck) will be used to offset the replacement cost of the trucks. A total of \$2,048 will be used to administer the grant.

1c. Address any "Project Specific Requirements". (See Instructions for the 2011 Diesel Emission Reduction Grant Proposal Template for Project Specific Requirements)

The City of Durham certifies that they will dispose of the old refuse trucks in the manner specified in the RFP by drilling a hole in the engine block before disposing of the vehicles.

2. *Quantifiable Reductions*

Question	Answer	
Number of vehicles in the project	2	
	Old	New
Model year/engine year of equipment	MY2003/ Cummins 10.8L	MY2011/Cummins ISC07-260

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

EPA Tier Level, if applicable and known		
Fuel type e.g. diesel, B5, etc.	Diesel	Diesel
Average number of hours idling per year	600	600
Average miles traveled per year	7,800	
Hours of operation (for off-road equipment)	N/A	
Average annual fuel usage	3,990 gal/yr	
Type of vehicles: e.g. school buses, refuse trucks.	Refuse trucks	

2b. *Describe the new equipment:*

- It should be similar horsepower and use to the old equipment
- Describe brand, emissions or Tier standard
- Is the equipment new or remanufactured?

The 2011 refuse trucks are new, and similar in horsepower to the old equipment. They will be using 2011 Cummins engines with DEF technology. The City of Durham mechanics have already begun using DEF in some of their equipment and drivers have been trained on the requirements of operating and maintaining vehicles requiring DEF.

3. *Unquantifiable benefits*

Describe any unquantifiable benefits in this section or other reasons besides emission reductions why this project should be selected for funding.

--Cleaning up the fleet will benefit Durham residents and businesses alike, both by eliminating the visible dirty smoke from the tailpipe and by significantly reducing pollutant exposure.

--The City of Durham has a proven track record of voluntarily and aggressively replacing their legacy diesel fleet, which is a vital step in attaining their sustainability goals.

--The City of Durham has agreed to contribute 85% of total project costs, which provides an overmatch of 10 percent over the required cost share.

--The Cummins engines used in these new trucks are manufactured in Rocky Mount, NC. This purchase will support the North Carolina economy and help retain jobs.

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

4. *Budget*

Provide an itemized listing of all the project costs including total amount of funds requested, any other sources of funds both from the applicant and other sources.

Budget Table

Item	Total Project Cost	DENR-DAQ	Your Organization (City of Durham)
Two (2) 2011 Refuse Trucks	\$520,000	\$80,000	\$440,000
Grant Administration	\$2,048	\$2,048	
Total	\$522,048	\$82,048	\$440,000

5. *Permanence of Benefits*

State the full lifetime of project equipment and state the remaining lifetime of project equipment at the time the project occurs.

How long does this equipment typically last when new?	Years	10
How much of the life of the equipment will be left after the project is complete?	Years	9

6. *Project Timetable or Schedule*

6a. *Timetable*

Provide a step by step estimate of how long it will take to complete your project. Due to variable contract processing time, make the schedule relative to your contract start date rather than hard dates. E.g. 1 month after the contract is in place – order for school bus retrofits will be made. Make sure to allow for delays in deliveries, etc. Contract extensions are allowable but are extra avoidable work for all involved.

Task	Time
Contract Begins	Spring – Summer 2011
TJCOG enters into Subaward with City of Durham	1 month after contract is in place
City of Durham places orders for new refuse trucks	1 month after subaward is executed
Durham receives and deploys trucks	90 days after order is placed
Durham invoices TJCOG for grant reimbursement and provides required documentation of old truck disposal	30 days after deployment
Contract ends – Final report and invoice are due.	1 week after receipt of invoice package from Durham
Total Project Time	6 months maximum

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

6b. Timeline – Seasonal Concerns

Please indicate with a “yes” or a “no” in the table below the months in which the work on this project can possibly take place. For example, some equipment cannot be taken out of service in the summer because it is being used steadily.

January	February	March	April	May	June
Yes	Yes	Yes	Yes	Yes	Yes

July	August	September	October	November	December
Yes	Yes	Yes	Yes	Yes	Yes

7. Assurances

By signing below the grantee assures that any equipment purchased with this grant will remain in NC for 70% of the time for the next 3 years.

Good Faith Commitment of Location of Equipment Activity	
As an authorized official of _____ Triangle J Council of Governments _____ (print organization name) which owns the equipment described in this application, I attest that at least 70% of the equipment's operation will occur in North Carolina for the next 3 years.	
_____ Signature	_____ Date
_____ Printed/Typed Name	_____ Title

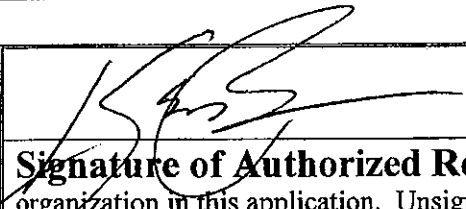
2011 Diesel Emission Reduction Grant Mandatory Cover Form

This form is to be used with the General Proposal Template. It may be used for any Diesel Emission Reduction Grant project, however, nonroad projects have applications forms available, if preferred.

Project Title:	<u>City of Durham Clean Diesel Replacement Program</u>		
Project Coordinator:	<u>Kathy Boyer</u>		
Organization/Business Name:	<u>Triangle J Council of Governments</u>		
Organization Type:	<u>Other</u>		
Mailing Address:	<u>PO Box 12276</u>		
City:	<u>RTP</u>	County:	<u>Durham</u> Zip: <u>27703</u>
Telephone:	<u>919-558-9400</u>	FAX:	<u>919-549-9390</u>
Email:	<u>kboyer@tjcog.org</u>		

Alternate Contact Name: <u>Lacey Wolfe</u>	
Alternate Contact	Alternate Contact
Telephone: <u>919-558-2705</u>	E-mail: <u>lwolfe@tjcog.org</u>

Amount Requested:	<u>\$ 82,500</u>	
Amount of Matching Funds:	<u>Cash \$ 440,000</u>	<u>In-kind \$</u>
Project Summary:		
TJCOG will partner with the City of Durham to replace two (2) 2003 diesel municipal refuse trucks with MY 2011 trucks.		

	Date: <u>1/11/11</u>
Signature of Authorized Representative (Signature certifies authority to represent this organization in this application. Unsigned applications cannot be accepted.) Attach this page to the front of your proposal.	

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

0. *2011 DERG Cover Form*

1. *Introduction and Project Description*

1a. Briefly describe your organization and the staff who will be working on the project.

The Triangle J Council of Governments is a voluntary organization of municipal and county governments in North Carolina's Region J (Chatham, Durham, Johnston, Lee, Moore, Orange and Wake counties). It is one of 17 regional councils established in 1972 by the General Assembly to aid, assist, and improve the capabilities of local governments in administration, planning, fiscal management, and development.

This project will fall under TJCOG's Energy & Environment Department. Kathy Boyer, Program Manager of the department, will be the primary point of contact for the project. Ms. Boyer has successfully administered many pass-through grant programs at TJCOG, including a \$12 million bi-state alternative fuels program with funding from the Department of Energy and two previous awards from NC DAQ.

TJCOG will partner with the City of Durham to implement the project. Kent Cash is the fleet director at the City of Durham, and will be the point of contact for the subaward. Mr. Cash has been the fleet director for over 20 years, and has placed in the Top 100 Green Fleets in the United States for two consecutive years.

1b. Clearly describe what you plan to do with the funds, if awarded.

TJCOG will partner with the City of Durham to replace two (2) 2003 diesel refuse trucks with 2011 trucks at a total cost of \$522,500. We are requesting \$82,500 in grant funds and will provide \$440,000. TJCOG is the primary applicant, and will enter into a subaward agreement with the City of Durham to pass through the grant funds. A total of \$80,000 (\$40,000 per truck) will be used to offset the replacement cost of the trucks. A total of \$2,500 will be used to administer the grant.

1c. Address any "Project Specific Requirements". (See Instructions for the 2011 Diesel Emission Reduction Grant Proposal Template for Project Specific Requirements)

The City of Durham certifies that they will dispose of the old refuse trucks in the manner specified in the RFP by drilling a hole in the engine block before disposing of the vehicles.

2. *Quantifiable Reductions*

Question	Answer	
Number of vehicles in the project	2	
	Old	New
Model year/engine year of equipment	MY2003/ Cummins 10.8L	MY2011/Cummins ISC07-260

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

EPA Tier Level, if applicable and known		
Fuel type e.g. diesel, B5, etc.	Diesel	Diesel
Average number of hours idling per year	600	600
Average miles traveled per year	7,800	
Hours of operation (for off-road equipment)	N/A	
Average annual fuel usage	3,990 gal/yr	
Type of vehicles: e.g. school buses, refuse trucks.	Refuse trucks	

2b. Describe the new equipment:

- It should be similar horsepower and use to the old equipment
- Describe brand, emissions or Tier standard
- Is the equipment new or remanufactured?

The 2011 refuse trucks are new, and similar in horsepower to the old equipment. They will be using 2011 Cummins engines with DEF technology. The City of Durham mechanics have already begun using DEF in some of their equipment and drivers have been trained on the requirements of operating and maintaining vehicles requiring DEF.

3. Unquantifiable benefits

Describe any unquantifiable benefits in this section or other reasons besides emission reductions why this project should be selected for funding.

--Cleaning up the fleet will benefit Durham residents and businesses alike, both by eliminating the visible dirty smoke from the tailpipe and by significantly reducing pollutant exposure.

--The City of Durham has a proven track record of voluntarily and aggressively replacing their legacy diesel fleet, which is a vital step in attaining their sustainability goals.

--The City of Durham has agreed to contribute 85% of total project costs, which provides an overmatch of 10 percent over the required cost share.

--The Cummins engines used in these new trucks are manufactured in Rocky Mount, NC. This purchase will support the North Carolina economy and help retain jobs.

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

4. *Budget*

Provide an itemized listing of all the project costs including total amount of funds requested, any other sources of funds both from the applicant and other sources.

Budget Table

Item	Total Project Cost	DENR-DAQ	Your Organization (City of Durham)
Two (2) 2011 Refuse Trucks	\$520,000	\$80,000	\$440,000
Grant Administration	\$2,500	\$2,500	
Total	\$522,500	\$82,500	\$440,000

5. *Permanence of Benefits*

State the full lifetime of project equipment and state the remaining lifetime of project equipment at the time the project occurs.

How long does this equipment typically last when new?	Years	10
How much of the life of the equipment will be left after the project is complete?	Years	9

6. *Project Timetable or Schedule*

6a. *Timetable*

Provide a step by step estimate of how long it will take to complete your project. Due to variable contract processing time, make the schedule relative to your contract start date rather than hard dates. E.g. 1 month after the contract is in place – order for school bus retrofits will be made. Make sure to allow for delays in deliveries, etc. Contract extensions are allowable but are extra avoidable work for all involved.

Task	Time
Contract Begins	Spring – Summer 2011
TJCOG enters into Subaward with City of Durham	1 month after contract is in place
City of Durham places orders for new refuse trucks	1 month after subaward is executed
Durham receives and deploys trucks	90 days after order is placed
Durham invoices TJCOG for grant reimbursement and provides required documentation of old truck disposal	30 days after deployment
Contract ends – Final report and invoice are due.	1 week after receipt of invoice package from Durham
Total Project Time	6 months maximum

2011 Diesel Emission Reduction Grant Proposal Template

This template must be accompanied by the 2011 DERG Mandatory Cover Form. It may be used for any on-road mobile project.

6b. Timeline – Seasonal Concerns

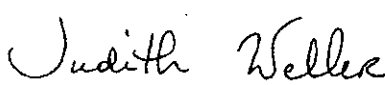
Please indicate with a "yes" or a "no" in the table below the months in which the work on this project can possibly take place. For example, some equipment cannot be taken out of service in the summer because it is being used steadily.

January	February	March	April	May	June
Yes	Yes	Yes	Yes	Yes	Yes

July	August	September	October	November	December
Yes	Yes	Yes	Yes	Yes	Yes

7. Assurances

By signing below the grantee assures that any equipment purchased with this grant will remain in NC for 70% of the time for the next 3 years.

Good Faith Commitment of Location of Equipment Activity	
As an authorized official of Triangle J Council of Governments (print organization name) which owns the equipment described in this application, I attest that at least 70% of the equipment's operation will occur in North Carolina for the next 3 years.	
 _____ Signature	1-10-11 _____ Date
Judith Weller _____ Printed/Typed Name	Finance Director _____ Title

8. Appendix

- This is optional
- Maximum of 4 pages
- Letters of intent from contributors of matching funds or in-kind contributions if applicable
- Other

**CITY OF DURHAM***Fleet Management Department*

1900 CAMDEN AVENUE | DURHAM, NC 27704

919.560.4101 | F 919.560.4631

www.durhamnc.gov

January 11, 2011

Heather Hildebrandt
North Carolina Division of Air Quality
Mobile Sources Compliance Branch
1641 Mail Service Center
Raleigh, N.C. 27699-1641

Dear Ms. Hildebrandt:

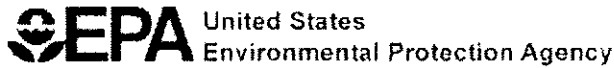
The purpose of this letter is to confirm the City of Durham's commitment to the grant proposal submitted by the Triangle J Council of Governments to replace the City's legacy on-road diesel fleet. As shown in the application, we are proposing a \$440,000 cash contribution – 84 percent of the replacement costs. Our cash contribution will fund the majority of the replacement costs of our legacy diesel fleet in the City of Durham.

The City of Durham is committed to reducing greenhouse gas, criteria, and toxic air emissions. We recognize that early replacement of our legacy fleet is a necessary step to achieving our air quality goals. We intend to contribute more than the minimum required cost to replace the newer vehicles in our fleet.

We hereby represent that the above information is true and correct, and our proposed cash and in-kind contributions meet all requirements of the MSERG Grant Program. If you have any questions about the proposed contributions, please contact me at (919) 560-4101 or by e-mail at Kent.Cash@DurhamNC.gov.

Sincerely,

Kent Cash
Director, Fleet Management Department



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Judy Weller - Finance Director
Typed Name & Title of Authorized Representative

Judy Weller - 5-24-11
Signature and Date of Authorized Representative



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Judy Weller - Finance Director

Typed Name & Title of Authorized Representative

Judy Weller 5-24-11

Signature of Authorized Representative Date



I am unable to certify to the above statements. My explanation is attached.

From: Rao.Seema@epamail.epa.gov [mailto:Rao.Seema@epamail.epa.gov]
Sent: Monday, April 06, 2009 10:04 AM
To: Anne.Galamb
Cc: Powell.Alan@epamail.epa.gov
Subject: Re: Need EPA forms - debarrment and drug-free workplace

There is no EPA Certification of a Drug Free Workplace. By placing the following Drug Free Condition on the award document, EPA ensures that all recipients abide by this grant condition:

National Term and Condition:
Drug-Free Workplace Certification for all EPA recipients

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

Seema Rao
Indoor Environment and Grants Section
U.S. EPA - Region 4
61Forsyth Street
Atlanta, GA 30303
Ph. 404-562-8429

DS - 95409708 - 0 Page 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	ASSISTANCE ID NO.			DATE OF AWARD 09/15/2008
		PRG	DOC ID	AMEND#	
		DS -	95409708	- 0	
		TYPE OF ACTION New			MAILING DATE 09/22/2008
		PAYMENT METHOD: ASAP			ACH# 40192
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center			
RECIPIENT: North Carolina DENR 1601 Mail Service Center Raleigh, NC 27699-1611 EIN: 56-6000372		PAYEE: 1601 Mail Service Center Raleigh, NC 27699-1611			
PROJECT MANAGER Anne Galamb 1601 Mail Service Center Raleigh, NC 27699-1611 E-Mail: anne.galamb@ncmail.net Phone: 919-715-6296		EPA PROJECT OFFICER MaryP Echols 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: echols.maryp@epa.gov Phone: 404-562-9053		EPA GRANT SPECIALIST Shirley Grayer Grants Management Office E-Mail: Grayer.Shirley@epa.gov Phone: 404-562-8416	
PROJECT TITLE AND DESCRIPTION State Clean Diesel Grant Program This action provides funding in the amount of \$295,320 to the State of NC to enhance the State's Mobile Source Emission Reduction Grant program by providing additional funding for diesel retrofits. The funding from this program will allow the State to provide funding for an estimated 155 vehicle replacements and conversions.					
BUDGET PERIOD 10/01/2008 - 09/30/2010		PROJECT PERIOD 10/01/2008 - 09/30/2010		TOTAL BUDGET PERIOD COST \$1,033,620.00	TOTAL PROJECT PERIOD COST \$1,033,620.00
NOTICE OF AWARD					
Based on your application dated 06/16/2008, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$295,320. EPA agrees to cost-share <u>60.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$295,320. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960			ORGANIZATION / ADDRESS U.S. EPA, Region 4 Air, Pesticides and Toxics Management Division 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Elaine Curles, Grants Management Officer			DATE 09/15/2008
AFFIRMATION OF AWARD					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE		TYPED NAME AND TITLE William G. Ross, Jr, Secretary of NCDENR			DATE

me 9/29/08
Alan Powell

DS - 95409708 - 0 Page 3

Budget Summary Page: State Clean Diesel Grant Program

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,033,620
9. Total Direct Charges	\$1,033,620
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient 40.00 % Federal 60.00 %.)	\$1,033,620
12. Total Approved Assistance Amount	\$620,172
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$295,320
15. Total EPA Amount Awarded To Date	\$295,320

Administrative Conditions

1. LOBBYING - ALL RECIPIENTS

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

2. LOBBYING AND LITIGATION - ALL RECIPIENTS - supplements the Lobbying condition.

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

3. RECYCLING TERM AND CONDITION

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

4. EPA PARTICIPATION

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation 60% of total allowable program/project costs or the total funds awarded, whichever is lower.

5. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

6. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, Fair share objectives for MBE and WBE participation in procurement under the financial assistance agreement.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more.

The State of Mississippi has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as

follows:

MBE: CONSTRUCTION ____; SUPPLIES 7.70%; SERVICES 1.10%; EQUIPMENT 6.80%
WBE: CONSTRUCTION ____; SUPPLIES 3.40%; SERVICES 2.20%; EQUIPMENT 5.10%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

If the recipient has not yet negotiated its MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reports must be submitted annually for the period ending September 30th for:

- 40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and
- 40 CFR Part 35 Subpart A and Subpart B Recipients.

The reports are due within 30 days of the end of the annual reporting period (October 30th). Reports should be sent to:

Josephine Brown
U.S. Environmental Protection Agency
61 Forsyth St.
Atlanta, GA 30303

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the

Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

7. SUSPENSION AND DEBARMENT - ALL RECIPIENTS

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

8. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

9. Unliquidated Obligations Term and Condition: Part 31

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Financial Status Report – also called the SF269 – to EPA's Las Vegas Finance Center (LVFC), within ninety (90) days after the expiration of the budget period end date. Completed SF269s must be faxed to 702-798-2423 or mailed to the following address: USEPA LVFC, P.O. Box 98515, Las Vegas, NV 89193-8515. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

10. Trafficking Victims Protection Act of 2000

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

11. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

12. MANAGEMENT FEES AND SIMILAR CHARGES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

13. New Single Audit

In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient **MUST** submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

14. National Term and Condition for Subawards

- a. The recipient agrees to:
- (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

Programmatic Conditions

1. Emissions Control Technologies

Certified engine configurations or verified technologies may be used for Emissions Control Projects funded by the recipient pursuant to this assistance agreement. Technologies are verified under EPA or California's Retrofit Verification Program. See <http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm> for an updated list of EPA's verified technologies and <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm> for a list of CARB's verified technologies. Any question as to the preference of a retrofit technology, including engine replacement and repowers, should be directed to the EPA Project Officer. Emerging technologies may also be used.

2. Quarterly Reporting and Environmental Results

Recipient agrees to submit quarterly progress reports to the U.S. EPA Project Officer within 30 days after the end of each reporting period. The reporting period begins at the project start date. State Clean Diesel Grants project period is October 1, 2008 – September 30, 2010

Quarterly reports due within 30 days after the end of each quarter:

- Q1: October – December 2008 – Due by January 30, 2009
- Q2: January – March 2009 – Due by April 30, 2009
- Q3: April – June 2009 – Due by July 30, 2009
- Q4: July – September 2009 – Due by October 30, 2009
- Q5: October – December 2009 – Due by January 30, 2010
- Q6: January – March 2010 – Due by April 30, 2010
- Q7: April – June 2010 – Due by July 30, 2010
- Q8: July – September 2010 -Final Report due by December 29, 2010

Format and content requirements may be subject to change during the project/budget period. Quarterly reports are considered project status reports and will address the progress made regarding achieving the work plan goals. Quarterly reports should contain:

- a) A complete reporting spreadsheet as provided by EPA
- b) Complete responses to narrative questions as provided by EPA

3. Final Report

The final project report will include actual results in addition to the successes and lessons learned for the entire project and all categories of information required for quarterly reporting in the spreadsheet and narrative questions provided by EPA. This report shall be submitted to the Project Officer within 90 days as a maximum after the expiration or termination of the assistance agreement. [In order to facilitate awarding funds from a new fiscal year allocation, it is recommended that the report be completed well before 90 days.]

4. Use of Funds Restriction

The recipient agrees that funds under this award cannot be used for emissions reductions that are mandated under Federal, State or local law. This refers to when the mandate takes effect not when it is passed. Funds can be used for measures that are included in the State Implementation Plan (SIP). For the purposes of implementing this program, the amount of funding used to cover allowable administrative costs, as identified in OMB Circular A-87 Attachment B, may be up to 15 percent of the State's allocation of federal funds.

5. State Grant Renewal Process

Each year that appropriations are available for State Grant and Loan Programs, States with current programs will need to follow EPA guidelines for renewing funds. Renewal decisions will be based, in part, on satisfactory performance during the previous year on the work plan's stated activities. EPA has established a streamlined process for renewal of existing grants that will include at a minimum, evaluation of submitted quarterly reports, whether awardees are making adequate progress in meeting their stated goals, and a revised work plan to identify next year's activities. EPA will provide specific dates and guidelines for the renewal process through a Federal Register Notice as funding is appropriated by Congress. Factors to be considered include:

- (a) Completion of Major Milestones. EPA Regions will evaluate the degree to which each grantee completed milestones, achieved objectives, and met schedules.
- (b) Indicators of Program Success and Effectiveness. EPA Regions will consider any available measures of a grantee's program effectiveness, preferably air quality benefits.

6. Delays or Favorable Developments

The recipient agrees that it will promptly notify EPA of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the work plan. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

The recipient agrees that it will also notify EPA of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

7. Procurement and Sub-grant Procedures

The recipient must follow applicable procurement and sub-grant procedures. EPA will not be a party to these transactions. Approval of a funding proposal does not relieve recipients of their obligations to compete service contracts, conduct cost and price analyses, and use sub-grants only for financial assistance purposes, in accordance with Subpart B Section .210 of OMB Circular A-133.

8. Employee and/or Contractor Selection

EPA will not help select employees or contractors hired by the recipient.

9. Potential FY 09 Funding Allocation

If EPA does not receive fiscal year 2009 funding for this program or if the amount is reduced, then the State will not receive the funding for the second year or will receive a reduced amount of funding. The State will have an opportunity to down-scope the work plan and budget. This cooperative agreement has a two-year project period. The recipient has committed to match in year one and year two. However, in the case that the recipient cannot match in year two as planned, the recipient agrees to notify the EPA Project Officer in a timely manner and submit to the EPA Project Officer revised work plans and budgets, reflecting the reduction in funds and activities.

10. Program Income

In accordance with 40 CFR 31.25(g)(2), the recipient is authorized to add program income generated under this agreement to the funds committed by EPA and to use this program income to carry out activities described in the scope of work for this agreement and under the same terms and conditions of the agreement. Program income is defined generally at 40 CFR 31.25(b).

The recipient will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income.

As required by 40 CFR 31.21(f) the recipient will disburse program income before requesting additional payments under this agreement.

11. Scrappage: Recipient agrees to require scrappage of vehicles and/or engines in the case of engine and/or vehicle replacement for all projects funded by the recipient, including sub-awards and sub-grants. For engine and/or vehicle replacement or repower, the following criteria apply:

The vehicle, engine, or equipment being replaced will be scrapped, or the replaced engine would be returned to the original engine manufacturer for remanufacturing to a cleaner standard;

The replacement vehicle, engine, or equipment will perform the same function as the vehicle, engine, or equipment that is being replaced (e.g., an excavator used to dig pipelines would be replaced by an excavator that continues to dig pipelines); and

The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced (e.g., a 300 horsepower bulldozer is replaced by a bulldozer of similar horsepower).

In addition, this program funds the early replacement of vehicles, engines and/or equipment. Emission reductions that result from vehicle, engine, or equipment replacements that would have occurred through normal attrition are considered to be the result of normal fleet turnover and are not eligible for funding under this program. The purchase of new vehicles or equipment to expand a fleet is not covered by this program. To be considered a replacement, the purchase of new vehicles, engines, and equipment must be accompanied by the scrappage or remanufacturing of old vehicles, engines and equipment. Furthermore, for engine repowers, EPA requires that the engine being replaced must be scrapped, remanufactured by an original engine manufacturer to a cleaner emission standard or rendered permanently disabled. Drilling a hole in the engine block and manifold while retaining possession of the engine is an acceptable scrapping method. Other methods may be considered. Evidence of appropriate disposal is required in a final assistance agreement report submitted to EPA.



U. S. ENVIRONMENTAL PROTECTION AGENCY NOTICE OF AWARD

SEP 22 2008

RECIPIENT NAME AND ADDRESS:

Mr. William G. Ross, Jr.
NC Department of Environment and Natural Resources
1641 Mail Service Center
Raleigh, NC 27699-1641

DS-95409708-0

☒ Assistance Agreement

☐ Assistance Amendment

☐ Increase

☐ Decrease

☐ Time Extension

☐ Administrative

Enclosed are two copies of an Assistance Agreement from the U.S. Environmental Protection Agency.

To accept this Notice of Award, please carefully review any terms and conditions, sign¹, and return one original copy to the following address within 21 days² of the mailing date on the Assistance Agreement:

U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 4
GRANTS MANAGEMENT OFFICE
61 FORSYTH STREET, SW
ATLANTA, GA 30303

ATTN: Shirley Grayer

The other original should be retained for your official records and copies distributed within your organization as needed. Please note, funds will not be available for draw until we receive your countersigned affirmation of the award.

To assist you with your post award management responsibilities, please see "Reporting Forms and Guidance for Administration of Your Assistance Agreement³." This document contains important post-award reporting requirements and instructions on how to receive payments. To view this and other EPA grant-related information, visit our Region 4 Grants Office website at: www.epa.gov/region4/grants/

Please reference the EPA Assistance Number on all future correspondence regarding this Assistance Agreement. If you have any questions, you may contact the Grants Specialist identified above at (404) 562-8416 grayer.shirley@epa.gov.

¹ Must be signed by authorized representative as shown on the Affirmation of Award signature block or formally authorized delegate.

² Failure to countersign and return within 21 days of the mailing date may result in withdrawal of this award.

³ Please contact your Grant Specialist if you need a paper copy of this document.


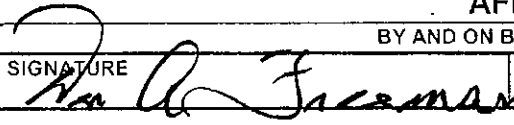
SPECIAL NOTICE: On May 25, 2008, EPA's Disadvantaged Business Enterprise (DBE) Rule became effective. This new regulation contains DBE provisions affecting procurement actions under all EPA financial assistance agreements/grants awarded on or after May 27, 2008 (See Attached Special Notice). One of the key components of the new Rule is that Recipients must negotiate fair share objectives with EPA prior accessing funds for procurement. Recipients may adopt the fair share objective of another recipient (i.e. State Agency); however, recipients must affirm the acceptance of the other recipient's fair share objective. Please indicate below whether you chose to use the State negotiated rates as your fair share objective or to develop your own rates. Please return a copy of this notice indicating your decision with your signed agreement to the Grants Management Specialist noted above.

☐ The above named recipient chooses to use the State negotiated rates as indicated in the terms and conditions.

☐ The above named recipient chooses to develop its own fair share objectives. In choosing this option, we agree to submit to EPA the proposed fair share objectives and supporting documentation within 120 days after accepting the assistance award. We also understand that we can not expend funds for procurement until negotiations are completed and rates are approved by EPA.

☐ The above named recipient currently has approved negotiated rates with EPA.

DS - 95409708 - 1 Page 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	ASSISTANCE ID NO.			DATE OF AWARD 04/09/2010
		PRG	DOC ID	AMEND#	
		DS	95409708	- 1	
		TYPE OF ACTION Augmentation: Increase			MAILING DATE 04/16/2010
PAYMENT METHOD: ASAP			ACH# 40192		
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center			
RECIPIENT:		PAYEE:			
North Carolina DENR 1601 Mail Service Center Raleigh, NC 27699-1611 EIN: 56-6000372		1601 Mail Service Center Raleigh, NC 27699-1611			
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Anne Galamb 1601 Mail Service Center Raleigh, NC 27699-1611 E-Mail: anne.galamb@ncmail.net Phone: 919-715-6296		Seema Rao 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Rao.Seema@epa.gov Phone: 404-562-8429		Kenny Richardson Grants Management Office E-Mail: richardson.kenny@epa.gov Phone: 404-562-9021	
PROJECT TITLE AND EXPLANATION OF CHANGES State Clean Diesel Grant Program This action approves an increase of \$352,941 to enhance the State's Mobile Source Emission Reduction Grant program by providing additional funds for diesel retrofits. Funding from this program will allow the state to provide for an estimated 155 vehicle replacements and conversions.					
BUDGET PERIOD 10/01/2008 - 09/30/2010		PROJECT PERIOD 10/01/2008 - 09/30/2010		TOTAL BUDGET PERIOD COST \$1,080,435.00	
				TOTAL PROJECT PERIOD COST \$1,080,435.00	
NOTICE OF AWARD Based on your application dated 06/16/2008, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$352,941. EPA agrees to cost-share 60.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$648,261. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
61 Forsyth Street Atlanta, GA 30303-8960			U.S. EPA, Region 4 Air, Pesticides, and Toxics Management Division 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Elaine Curles, Grants Management Officer		DATE 04/09/2010	
AFFIRMATION OF AWARD					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE 		TYPED NAME AND TITLE Dee A. Freeman, Secretary of NCDENR		DATE 4/22/10	

DS - 95409708 - 1 Page 2

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,080,435
9. Total Direct Charges	\$1,080,435
10. Indirect Costs: 0.00% Base	\$0
11. Total (Share: Recipient 40.00 % Federal 60.00 %.)	\$1,080,435
12. Total Approved Assistance Amount	\$648,261
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$352,941
15. Total EPA Amount Awarded To Date	\$648,261

Administrative Conditions

The following Term and Condition has been revised.

9. UNLIQUIDATED OBLIGATIONS Part 31 FFR

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit a final Federal Financial Report (SF-425) to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.


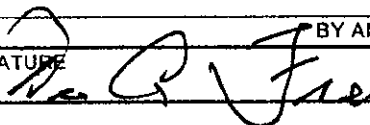
The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

Programmatic Conditions

All Programmatic Conditions Remain the Same.

DS - 95409708 - 2 Page 1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	ASSISTANCE ID NO.			DATE OF AWARD 09/17/2010
		PRG	DOC ID	AMEND#	
		DS - 95409708 - 2			MAILING DATE 09/24/2010
		TYPE OF ACTION Augmentation: Increase			
PAYMENT METHOD: ASAP			ACH# 40192		
RECIPIENT TYPE: State		Send Payment Request to: Las Vegas Finance Center			
RECIPIENT:		PAYEE:			
North Carolina DENR 1601 Mail Service Center Raleigh, NC 27699-1611 EIN: 56-6000372		North Carolina Dept of Environment and Natural Resources 1601 Mail Service Center Raleigh, NC 27699-1611			
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Anne Galamb 1601 Mail Service Center Raleigh, NC 27699-1611 E-Mail: anne.galamb@ncmail.net Phone: 919-715-6296		Seema Rao 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Rao.Seema@epa.gov Phone: 404-562-8429		Kenny Richardson Grants Management Office E-Mail: richardson.kenny@epa.gov Phone: 404-562-9021	
PROJECT TITLE AND EXPLANATION OF CHANGES State Clean Diesel Grant Program This action provides additional funds in the amount of \$352,941 for continued support to the State of North Carolina existing project of enhancing the State's Mobil Source Emission Reduction. These funds will continue to provide for a variety of diesel projects such as marine, on and off road repower and retrofits projects. This action also extends the project/budget period from 9/30/2010 to 09/30/2012.					
BUDGET PERIOD 10/01/2008 - 09/30/2012		PROJECT PERIOD 10/01/2008 - 09/30/2012		TOTAL BUDGET PERIOD COST \$1,668,670.00	
				TOTAL PROJECT PERIOD COST \$1,668,670.00	
NOTICE OF AWARD Based on your application dated 06/16/2008, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$352,941. EPA agrees to cost-share 60.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,001,202. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
61 Forsyth Street Atlanta, GA 30303-8960			U.S. EPA, Region 4 Air, Pesticides and Toxics Management Division 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Elaine Cures, Grants Management Officer		DATE 09/17/2010	
AFFIRMATION OF AWARD					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE 		TYPED NAME AND TITLE A. Freeman, Secretary of NCDENR		DATE 10.4.10	

DS - 95409708 - 2 Page 2

DS - 95409708 - 2 Page 3

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$11,475
2. Fringe Benefits	\$3,014
3. Travel	\$2,000
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,650,804
9. Total Direct Charges	\$1,667,293
10. Indirect Costs: 12.00% Base Salary and Fringe	\$1,377
11. Total (Share: Recipient 40.00 % Federal 60.00 %.)	\$1,668,670
12. Total Approved Assistance Amount	\$1,001,202
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$352,941
15. Total EPA Amount Awarded To Date	\$1,001,202

Administrative Conditions

The following condition has been revised to read as follows :

9. UNLIQUIDATED OBLIGATIONS PART 31

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter

The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm> . All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

Programmatic Conditions

The following conditions have been revised to read as follows:

6. Delays or Favorable Developments:

The recipient agrees that it will promptly notify EPA of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the work plan. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation. The recipient agrees that it will also notify EPA of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

10. Program Income:

If program income is generated during the course of the project, program income requirements apply. Program income is defined as gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report. Program income earned during the project period shall be retained by the recipient and, in accordance with 40 CFR Parts 31.25, recipient is authorized to use program income as follows:

- a. Program income may be added to funds committed to the project by EPA and recipient and used to further eligible project or program objectives. The program income shall be used for the purposes and under the conditions of the grant agreement.
- b. Program income may be used to finance the non-Federal share of the project or program, including any mandatory or voluntary cost-share. The amount of the Federal grant award remains the same.
- c. Deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based. This means that the recipient shall spend program income on project activities before spending/requesting federal funds for project activities. This may result in unspent federal funds at the end of the project period.

The recipient will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income.

11. Equipment Use, Management, and Disposition

These equipment use, management, and disposition instructions are applicable to assistance agreement Recipients and Subrecipients acquiring equipment under this award. State agencies may use, manage and dispose of equipment acquired under assistance agreements by the State in accordance with State laws and procedures.

Recipient agrees the equipment acquired under this assistance agreement will be subject to the use and management and disposition regulations at 40 CFR 30.34 and 31.32, as applicable. Equipment is defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost and/or current market value of \$5,000 or more per unit. Certified or verified technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.

Recipient agrees that at the end of the project period the Recipient will continue to use the equipment purchased under this

assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds.

The following conditions have been added to read as follows:

12. Uniform Administrative Requirements

Recipient agrees to comply with 40 C.F.R. Part 31, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments.

Work under this agreement must be completed in accordance with the final approved work plan. Recipient agrees to obtain the prior approval of EPA for any revision of the scope or objectives of the project or the need to extend the period of availability of funds, in accordance with 40 CFR Section 31.30.

Recipient shall consult the Project Officer regarding whether a budget or work plan revision constitutes a change in the scope or the objective of the project or program.

13. Substantial Federal Involvement for Cooperative Agreements

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the project by EPA; participation and collaboration between EPA and the recipient in program content; review of project progress, and quantification and reporting of results.

